

FIELD
ENGINEERING CO., INC.
CONSULTING ENGINEERS

November 17, 2014
Project No. 1266

Ms. Sarah Porter, Agent
New Bedford Conservation Commission
133 William Street
New Bedford, MA 02740

11D Industrial Drive, P.O. Box 1178
Mattapoisett, Massachusetts 02739
Telephone: (508) 758-2749
Facsimile: (508) 758-2849

The Crocker Building
Four Court Street, Suite 104
Taunton, Massachusetts 02780
Telephone: (508) 824-9279
Facsimile: (508) 824-9276

RE: NEW BEDFORD - Request for Amended Order of Conditions
Order of Conditions SE 049-0551
Kenneth Koroski,
Dana Street

Dear Ms. Porter,

On behalf of our client, Kenneth Koroski, Field Engineering Co., Inc. hereby requests approval of an Amended Order of Conditions for additional modifications to the current Plan of Record for the above referenced Order of Conditions, last revised 1/2/08. We have been in continued discussions with the Department of Public Infrastructure (DPI) and the Building and Planning Departments on the proposed development of this parcel for a single family dwelling. These discussions have brought about a number of changes to the plan which will eventually put us in a position to apply to the Zoning Board of Appeals for a Variance for a Reduction in Frontage to construct the dwelling. The specific site plan modifications are as follows:

1. Provide an 18' wide gravel driveway from the end of the constructed portion of Dana Street as opposed to the 12' wide gravel driveway previously approved. This was required through discussions with DPI to provide adequate access to the dwelling for emergency vehicles. The widening of the driveway will not require us to move the limit of work any closer to the bordering vegetated wetlands.
2. Provide a crushed stone trench drain along the proposed access driveway in lieu of the proposed detention area previously approved by the Commission. DPI did not want an above ground "pond" located within the layout of Dana Street and asked that we explore other options. The proposed crushed stone trench drain will include a perforated HDPE pipe and will provide approximately the same storage capacity as the previously approved "pond." This will also allow us to retain at least one 24" diameter tree that would have otherwise been taken down with the construction of the "pond." The proposed rip-rap apron at the end of the proposed paved apron will also be tied into this crushed stone trench to provide some additional treatment and attenuation of the roadway runoff that currently collects in this area. Finally, this will also eliminate a potential source of standing water, which could have provided breeding habit for mosquitoes.
3. We have moved the house further to the North to keep the location of the house outside of the former Dalton Street layout, which was a Board of Survey street discontinued by the City in 2005. This change moved the proposed house closer to the existing wetland flag WF-5R than shown on the latest plan of record (19.2' as opposed to 23.1'). However, the proposed house location is no closer than was previously approved by the Commission under the Original Order of Conditions (19.1'). Also, following review of house plans and layouts, we are able to reduce the size of the house back to 24' x 44', which will reduce the amount of impervious surface within the buffer zone.

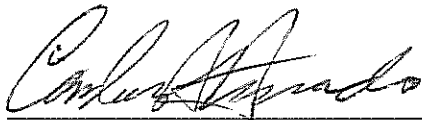
The above modifications are shown on the enclosed plan entitled, "Site Plan, Kenneth Koroski, Dana Street, New Bedford, Massachusetts", prepared by Field Engineering Co., Inc., Sheet 1 of 1, dated 5/12/05, and revised through 11/14/14. We have also enclosed a check for \$150.00 to cover the filing fee for the Amended Order of Conditions Request. We would be happy to discuss this request with you at your earliest convenience and look forward to discussing this request with the Commission at their next scheduled meeting. If you need anything further, please do not hesitate to call me at (508) 758-2749.

Very truly yours,
Field Engineering, Inc.


Richard R. Riccio III, P.E.
Project Manager

cc: Kenneth Koroski
DEP

Attachments (2)



Administrative Assistant to the Board of
Assessors of the City of New Bedford, do hereby certify that the names and addresses as
identified on the attached "Abutters List" are duly recorded and appear on the most recent
tax.

Date: 11/12/2014

SUBJECT PROPERTY: MAP 125A LOT

473

PLANNING
NOV 05 2014
DEPARTMENT

LOCATION ES Dana Street

OWNER'S NAME Kenneth Koroski

MAILING ADDRESS 43 Lambeth Street, New Bedford, MA 02745

CONTACT PERSON Rebecca Carvalho - Field Engineering Co., Inc.

TELEPHONE NUMBER (508) 758-2749

REASON FOR REQUEST

To accompany a request for Amended Order of Conditions to the New Bedford Conservation Commission.

November 10, 2014

Dear Applicant,

Please find below the List of Abutters within 100 feet of the property known as ES Dana Street (125A-473). The current ownership listed herein must be checked and verified by the City of New Bedford Assessor's Office. Following said verification, the list shall be considered a Certified List of Abutters.

Please note that multiple listed properties with identical owner name and mailing address shall be considered duplicates, and shall require only 1 mailing. Additionally, City of New Bedford-Owned properties shall not require mailed notice.

<u>Parcel</u>	<u>Location</u>	<u>Owner and Mailing Address</u>
125-48	DALTON ST	DOSSANTOS ERNESTO, 525 NORTH FRONT STREET NEW BEDFORD, MA 02745
125A-493	37 LAMBETH ST	BENEVIDES LUIS R, BENEVIDES MARIA C 37 LAMBETH STREET NEW BEDFORD, MA 02745
125A-510	41 DANA ST	GRASELA JAMES W, GRASELA CORRON E 41 DANA ST NEW BEDFORD, MA 02745
125A-477	DANA ST	TRANFAGLIA JEANNINE E, LAVIGNE ROLAND H 10 HITCHING POST ROAD MATTAPOISETT, MA 02739
125A-470	56 DANA ST	BERNARDO ANGIE, BOTELHO JEFFREY 56 DANA ST NEW BEDFORD, MA 02745
125A-535	DALTON ST	GRASELA JAMES W, GRASELA CORRON E 41 DANA ST NEW BEDFORD, MA 02745
125A-473	DANA ST	KOROSKI KENNETH, KOROSKI ARMINDA 43 LAMBETH ST NEW BEDFORD, MA 02745
125A-490	41 LAMBETH ST	COSTA THERESA K, Donald Lassman 41 LAMBETH STREET PO Box 920385 NEW BEDFORD, MA 02745 Needham, MA 02492
125A-487	43 LAMBETH ST	KOROSKI KENNETH, KOROSKI ARMINDA 43 LAMBETH ST NEW BEDFORD, MA 02745

Sincerely,

Patrick C. Day, AICP
Staff Planner

125-55

125-49

125A-480

125A-483

125A-9

125A-479

125A-477

125A-487

125-48

125A-490

125A-473

125-108

LAMBETH ST

125A-493

125A-470

125A-495

125A-468

125A-497

125A-467

125A-498

125A-464

125A-501

125A-535

125A-534

125A-510

125A-527

125A-526

125A-512

125A-525

125A-513

DANA ST

ALFRED M BESSETTE MEMORIAL HWY



**CITY OF NEW BEDFORD
MASSACHUSETTS**

**CONSERVATION COMMISSION
2009 FILING FEE CALCULATION WORKSHEET***

PROJECT LOCATION:

Dana Street MAP 125A LOT(S) 473

APPLICANT: Kenneth Koroski

CONSERVATION COMMISSION FEES (check all that apply):

- ☐ REQUEST FOR DETERMINATION OF APPLICABILITY
- ☐ NOTICE OF INTENT
- ☐ INQUIRY AS TO NEED FOR AN AMENDED ORDER**
- ☒ AMENDED ORDER OF CONDITIONS
- ☐ ANRAD (Abbreviated Notice of Resource Area Delineation)
- ☐ EXTENSION PERMIT
- ☐ CERTIFICATE OF COMPLIANCE
- ☐ AFTER THE FACT FILING
- ☐ RESTORATION PLAN FEE (no NOI filing required)
- ☐ LIFTING AN ENFORCEMENT ORDER
- ☐ PENALTIES

(A.) ALTERATION FEES:

Application and field review of a project proposed in a Wetland Resource Area or its Buffer Zone is \$150.00 plus the applicable alteration fee as follows

	<u>AMOUNT DUE</u>
• Application and Field Review Fee (\$150.00)	\$ <u> </u>
• \$0.50 X <u> </u> SF Wetland Resource Area	\$ <u> </u>
• \$0.05 X <u> </u> SF Land Subject Coastal Flooding	\$ <u> </u>
• \$0.20 X <u> </u> SF Developed Riverfront Area	\$ <u> </u>
• \$1.00 X <u> </u> SF Undeveloped Riverfront Area	\$ <u> </u>
• \$5.00 X <u> </u> LF Coastal Bank	\$ <u> </u>
• \$0.10 X <u> </u> SF Buffer Zone	\$ <u> </u>

(B.) EXTENSION of an Order of Conditions:

- Minor Project ... \$100.00 + (¼ local fee from NOI) \$
- Other Projects ... \$200.00 + (¼ local fee from NOI) \$

(C.) AMENDING A PERMIT:

- Written inquiry or request to appear to determine the need for an Amended Order:** (\$50.00 fee) \$ _____
- Amending OOC: \$150.00 + 0 (applicable alteration fee) \$ 150.00

**(D.) RESOURCE BOUNDARY DELINEATION VERIFICATION
USING AN RDA APPLICATION:**

- \$150.00 + \$2.00 X _____ LF Wetland boundary \$ _____

**(E.) ABBREVIATED RESOURCE AREA DELINEATION VERIFICATION
(ANRAD)**

- \$150.00 + \$1.00 X _____ LF Resource Area boundary \$ _____

**(F.) RESOURCE BOUNDARY DELINEATION VERIFICATION CONDUCTED
DURING A NOTICE OF INTENT REVIEW**

- \$150.00 + \$3.00 X _____ LF Resource Area boundary \$ _____

(G.) DOCKS:

- \$100.00 + \$4.00 X _____ LF of dock \$ _____
- Add 150% to total fee if in significant shellfish habitat \$ _____

(H.) AFTER THE FACT FILING:

- All Total Fees are doubled \$ _____

(I.) RESTORATION PLAN FEE:

- (\$150.00 + _____ Alteration Fee) Multiplied by 2 \$ _____

(J.) LIFTING ON ENFORCEMENT ORDER:

- \$150.00 fee \$ _____

(K.) CERTIFICATE OF COMPLIANCE:

- refer to "K" of the Fee schedule \$ _____

(L.) PENALTIES:

- refer to "L" of the Fee schedule \$ _____

TOTAL AMOUNT DUE (including after-the-fact fee if applicable): \$ 150.00

Notes:

* Please refer to the Conservation Commission Fee Schedule - Revised April 2009

** This is not required, but available for anyone who would like to appear to discuss the need to Amend.

Please make check or Money Order payable to: THE CITY OF NEW BEDFORD.
Cash is not Accepted.

Appendix

- (1) Owner's/Landlord's Name: Kenneth Koroski
- (2) Title Reference to Property: Book 1820, Page 1200 & Book 7132, Page 226

(Attach copy of Deed, Certificate of Title & most recent Recorded Plans showing affected lot or lots)

- (3) If the Applicant is Not the Owner:

Provide:

1. Notarized authorization letter from owner to tenant or buyer for application for this permit (on letterhead);
2. Copy of Purchase & Sale agreement or lease, where applicable;

(In addition, for ZBA only)

3. Copy of the deed or deeds of abutting parcels if said parcels have been held in common ownership with the subject property at any time since January 1, 1976.

1820-1200

3240

T, ALICE KOROSKI,

of New Bedford,

for the full consideration of One (\$1.00) Dollar, Bristol County, Massachusetts, paid

unto KENNETH P. KOROSKI and ARMINA R. KOROSKI, husband and wife, as joint tenants both

of 43 Lombeth Street, New Bedford, Massachusetts,

with quitclaim runs unto the land in said New Bedford, bounded and described as follows:

BEGINNING at a point in the easterly line of Dana Street distant northerly thereon eighty (80) feet more or less from the northerly line of Contemplated Dalton Street; thence continuing NORTHERLY to said easterly line of Dana Street a distance of forty (40) feet more or less to a point;

thence EASTERLY a distance of eighty (80) feet more or less to a point;

thence SOUTHERLY by a line parallel to and eighty (80) feet distant from the easterly line of said Dana Street a distance of forty (40) feet more or less to a point;

thence WESTERLY a distance of eighty (80) feet more or less to the point of beginning.

CONTAINING 11.75 square rods, more or less.

BEING the same premises conveyed to me by the City of New Bedford by deed dated January 17, 1977, and recorded in Bristol County (S.D.) Registry of Deeds in Book 1754, Page 368.

Executed as a sealed instrument this tenth day of April 19 81

Alice Koroski

Witness to signature

The Commonwealth of Massachusetts

Bristol,

ss

New Bedford

April 10, 19 81

Then personally appeared the above named Alice Koroski

and acknowledged the foregoing instrument to be her free act and deed.

Before me, *J. Louis LeBlanc*
J. LOUIS LeBLANC Notary Public

Rec'd. & Recorded April 10, 1981
at 7 hrs. & 7 min. AM

My commission expires November 29, 19 83

Attest: *John Conner* Register

MASSACHUSETTS CORPORATION QUITCLAIM DEED

The NEW BEDFORD REDEVELOPMENT AUTHORITY, a public body, politic,
and corporate, duly organized and existing pursuant to the General Laws of the
Commonwealth of Massachusetts, Chapter 121B, and having its principal office and
place of business at 700 Pleasant Street, New Bedford, Bristol County,
Commonwealth of Massachusetts, (hereinafter called the "Grantor"), in consideration
of TWENTY-FIVE THOUSAND and 00/100 (\$25,000.00) DOLLARS,
paid by KENNETH KOROSKI and ARMINDA KOROSKI, husband and wife as
Tenants by the Entirety

having an address at 43 Lambert Street, New Bedford, Massachusetts 02745

(hereinafter called the "Grantee"),

grants to the Grantee, with quitclaim covenants, a certain parcel of land, together with
all buildings, improvements and structures thereon

located within said New Bedford, Bristol County, Commonwealth of Massachusetts
and more particularly bounded and described

as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED
HEREIN BY REFERENCE

THIS CONVEYANCE is made under and subject to:

Present and future laws, ordinances, resolutions, regulations and orders of all municipal, county, state, federal or other government bodies, boards, agencies, or other authority now or hereafter having jurisdiction.

B. The public easement in public streets and alleys abutting the property.

C. The following covenants:

1. That the Grantee, covenants and agrees for itself, its successors and assigns to or of the property or any part thereof, that the Grantee, and such successors and assigns shall:

a. Devote the Property to and only to and in accordance with the uses specified in the Redevelopment Contract & Access Agreement between the parties as hereinafter modified, amended and extended from time to time with the approval of the Grantee, its successors and assigns, which is recorded herewith.

b. Not discriminate upon the basis of race, religion, color, sex or national origin in the sale, lease or in the rental or in the use and occupancy of the premises or any improvements erected or to be erected thereon, or any part thereof.

c. Comply with all State and Local Laws, in effect from time to time, prohibiting discrimination or segregation by reason of race, religion, color, sex or national origin, in the sale, lease or in the use and occupancy of the premises and not effect or execute any agreement, lease, conveyance or other instrument whereby the premises or any part thereof is restricted upon the basis of race, religion, color, sex or national origin in the sale, lease or occupancy thereof.

d. Be without power to sell, lease, or otherwise transfer the Property or any part thereof without the prior written consent of the Grantor until the Grantor shall certify in writing that the Improvements as provided in the Redevelopment Contract & Access Agreement dated June 15, 2004, as amended, between the Grantor and the Grantee, herein have been completed.

e. Make no changes in the Improvements after the completion of the construction thereof which would constitute a major change in said Improvements or

in the utilization of the Property except with the written approval of the Grantor.

f. Promptly begin and diligently prosecute to completion the redevelopment of the Property, the construction of the Improvements thereon and that such construction shall begin and be completed within the period of time provided in the Redevelopment Contract & Access Agreement.

2. The Grantee for itself, and its successors and assigns, agrees that the aforementioned restrictions, covenants and agreements shall be covenants running with the land, and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise provided in the said Redevelopment Contract & Access Agreement, itself, to be to the fullest extent permitted by law and equity, binding for the benefit and in favor, and enforceable by, the Grantor, its successors, and assigns, against the Grantee, and its successors and assigns to or of the Property or any part thereof or any interest therein and any party in possession or occupancy of the Property or any part thereof.

The Grantee, for itself, its successors and assigns, further covenants and agrees that the said covenants running with the land shall be in effect until December 31, 2034, or on which date, as the case may be, such covenants shall terminate, except for the covenants provided in paragraphs 1 (b) and (c) hereof, which shall remain in effect forever, and except for the covenants relating to the construction of the Improvements which shall only remain in effect as to the Property or individual part thereof until such time as a Certificate of Completion is issued by the Grantor as to the property or the particular part thereof as provided in the said Redevelopment Contract & Access Agreement, and is recorded. The Grantee, for itself, its successors and assigns, further covenants and agrees that all the said covenants running with the land shall be enforceable for said period of time without regard to whether the Grantor is or remains an owner of any land or interest therein to which said covenants relate.

D. The following express conditions:

1. That the Grantee, its successors or assigns shall within two (2) months of the date of this deed commence and within twelve (12) months from the date of this deed complete the construction of the Improvements to the Property in accordance with the

said Redevelopment Contract & Access Agreement and the Grantor, or its successors or assigns, shall have right to re-entry, and the estate hereby conveyed shall be forfeited by reason of the failure of the Grantee, its successors, or assigns, so to do in accordance with the provisions of the said Redevelopment Contract & Access Agreement, and the title to said estate shall revert to and be revested in the said Grantor or its successors or assigns.

2. That prior to completion of the Improvements as certified by the Grantor pursuant to said Redevelopment Contract & Access Agreement, as amended, the Grantee, its successors or assigns, shall not without the approval of the Grantor, its successors or assigns, sell, lease, or otherwise transfer the Property or any part thereof, or make any change in the ownership or the distribution of the stock of the Grantee corporation or successor corporation of such a nature as to result in a significant change in identity of the parties in control of the Grantee or the degree thereof, in violation of the provisions of said Redevelopment Contract & Access Agreement, as amended, for breach of any of which conditions the Grantor, or its successors or assigns, shall have a right of re-entry and the estate hereby conveyed shall be forfeited and the title to said estate shall revert to and be revested in the said Grantor or its successors or assigns.

3. That prior to completion of the Improvements as certified by the Grantor pursuant to the Redevelopment Contract & Access Agreement, the Grantee, its successors and assigns, shall pay the real-estate taxes and any special assessments on the Property when due and shall not place or permit any lien or other encumbrance to be placed on the Property except as authorized by the said Redevelopment Contract & Access Agreement, as amended, and shall not suffer and levy or attachment to be made upon the Property, or to be or remain a charge or encumbrance on or against the Property and for any neglect or failure to pay such taxes or assessments, or to remove such encumbrance or lien as provided in the Redevelopment Contract & Access Agreement, the Grantor, or its successors or assigns, shall have a right of re-entry and the estate hereby conveyed shall be forfeited by reason of the failure of the Grantee, its successors and assigns, to so do, and the title to said estate shall revert to and be revested in said Grantor, or its successors or assigns.

4. Provided, however, that the rights of forfeiture, re-entry, and reverter of title reserved by the Grantor for a breach of any of the foregoing conditions shall be subject to and shall not impair the lien of any mortgage or trust deed authorized by the aforesaid Redevelopment Contract & Access Agreement in existence at the time of the said breach, and the rights or interests provided in said Redevelopment Contract & Access Agreement for the protection of the holders of any evidence of indebtedness secured by any such mortgage or trust deed.

5. Provided further, that the said rights of forfeiture, re-entry and reverter of title hereby reserved by the Grantor for a breach of any of the foregoing conditions shall not apply to parts or parcels of the Property on which the Improvements to be constructed thereon have been completed and which have, pursuant to the authorization contained in the Redevelopment Contract & Access Agreement, as amended, been sold, conveyed, or leased to other parties.

6. Provided further, that in the exercise of the said rights of forfeiture, re-entry and reverter of title hereby reserved by the Grantor for a breach of any of the foregoing conditions, the Grantor, its successors and assigns, shall have the right to execute and record in the Bristol County (S.D.) Registry of Deeds a written declaration of termination of all the rights and title of the Grantee, and except for such individual parts or parcels sold, and subject to such mortgage liens and trust deed interests, as provided in the foregoing provisions, its successors and assigns, in the Property, and the revesting of title thereof in the Grantor.

E. The Grantor, for itself and its successors and assigns, covenants and agrees that after completion of the Improvements on the Property or on an individual part or parcel thereof, as provided for in the Redevelopment Contract & Access Agreement, it will furnish an appropriate instrument so certifying as to the Property or the individual part or parcel respectively. That such certification by the Grantor shall be a conclusive determination of the satisfaction and termination of the restrictions, agreements and covenants with respect to the obligations of the Grantee and its successors and assigns, to construct the Improvements on the Property or individual part or parcel thereof, as the case may be, and shall be in such form as can be

IN WITNESS WHEREOF, the said Grantor has caused these presents to
be signed, acknowledged and delivered, in its name and behalf, on the 20th
day of August 2004, by Leo R. Poinneau, its Chairman and its corporate seal to be
hereunto affixed.

NEW BEDFORD REDEVELOPMENT AUTHORITY

By: Leo R. Poinneau
Leo R. Poinneau, its Chairman

COMMONWEALTH OF MASSACHUSETTS

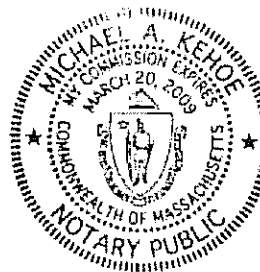
BRISTOL, SS.

August 20, 2004

Then personally appeared the above-named Leo R. Poinneau, Chairman, proved to me
through satisfactory evidence of identification, which was a Massachusetts Drivers
License, to be the person whose name is signed on the within document, and
acknowledged the foregoing Instrument to be his free act and deed as Chairman of the
NEW BEDFORD REDEVELOPMENT AUTHORITY, before me

Michael A. Kehoe
Notary Public

My commission expires: _____





New Bedford Redevelopment Authority

Leo R. Poinneau, Chairman

CERTIFICATE OF VOTE

I, Robert Gaumont, hereby certify that I am the duly elected and incumbent Clerk of the New Bedford Redevelopment Authority, a public body, politic and corporate, duly organized and existing under Massachusetts General Laws, Chapter 121B; and that the following is a true extract record of a duly called meeting of the Board of Directors of said Authority held at the Authority's office at 700 Pleasant Street, New Bedford, Massachusetts on April 5, 2004 at 4:00 P.M.

It was voted: that the New Bedford Redevelopment Authority authorize it's Chairman, Leo R. Poinneau, or it's Vice Chairman, Marcel Berube to sign any necessary documents including the deed to complete the sale of the vacant parcel of land on Dana Street known as Map 125A Lot 473 of the New Bedford Assessor's Map, New Bedford, MA to Kenneth and Arminda Koroski

I further certify that the foregoing vote now remains in full force and effect.

I further certify that Leo R. Poinneau is the current Chairman, Marcel Berube is the current Vice Chairman and that Robert Gaumont is the current Clerk of the aforesaid New Bedford Redevelopment Authority.

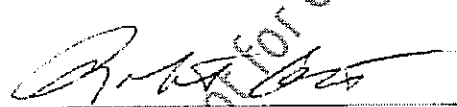

Robert Gaumont
Clerk

EXHIBIT "A"

Those certain parcels of land located in the City of New Bedford, Bristol County, Massachusetts, being described as lots 153 and 154 on a plan of land styled "Plan for Description Showing Land Sold by City of New Bedford, dated June 19, 1915, According to Board of Survey Plan", 1"=100', said plan being prepared by the City of New Bedford Engineer on August 2, 1915 and recorded in the Bristol County (S.D.) Registry of Deeds, Plan Book 14 page 38.

Said land is also known as City of New Bedford lots 473 and 474 on Assessors Plat 125-A. Said parcel contains 23.50 square rods more or less.

Said property was acquired by the City of New Bedford through a deed dated November 2, 1945, which deed was recorded in the Bristol County (S.D.) Registry of Deeds, book 903 page 301.

Property or part thereof (but less any income derived by the NBRA from the Property or part thereof in connection with such management); all taxes, assessments, and water and sewer charges with respect to the Property or part thereof (or, in the event the Property is exempt from taxation or assessment or such charges during the period of ownership thereof by the NBRA, an amount, if paid, equal to such taxes, assessments, or charges (as determined by the City assessing official) as would have been payable if the Property were not so exempt); any payments made or necessary to be made to discharge any encumbrances or liens existing on the Property or part thereof at the time of reversion of title thereto to the NBRA or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the REDEVELOPER, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the Improvements or any part thereof on the Property or part thereof; and any amounts otherwise owing the NBRA by the REDEVELOPER and its successor or transferee; and

- (ii) Second, to reimburse the REDEVELOPER, its successor or transferee, up to the amount equal to (1) the sum of the purchase price paid by it for the Property (or allocable to the part thereof) and the cash actually invested by it in making any of the Improvements on the Property or part thereof, less (2) any gains or income withdrawn or made by it from this Agreement or the Property.

Any balance remaining after such reimbursements shall be retained by the NBRA as its property.

(f). Other Rights and Remedies of NBRA; No Waiver by Delay. The NBRA shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this paragraph 8, including also the right to execute and record or file among the public land records in the office in which the Deed is recorded a written declaration of the termination of all the right, title, and interest of the REDEVELOPER, and (except for such individual parts or parcels upon which construction of that part of the Improvements required to be constructed thereon has been completed, in accordance with this Agreement, and for which a certificate of completion as provided in the deed is to be delivered, and subject to such mortgage liens and leasehold interests as provided in paragraph 8.(d) hereof) its successors in interest and assigns, in the Property, and the reversion of title thereto to the NBRA: Provided, That any delay by the NBRA in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this paragraph 8, shall not operate as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the NBRA should not be constrained (so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this paragraph because of concepts of waiver laches, or otherwise) to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by the NBRA with respect to any specific default by the REDEVELOPER under this paragraph be considered or treated as a waiver of the rights of the NBRA with respect to any other defaults by the REDEVELOPER under this paragraph or with respect to the particular default except to the extent specifically waived in writing.

(g). Enforced Delay in Performance for Causes Beyond Control of Party. For the purposes of any of the provisions of this Agreement, neither the NBRA nor the REDEVELOPER, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to the preparation of the Property for redevelopment, or the beginning and completion of construction of the Improvements, or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including,

but not restricted to, acts of God, acts of the public enemy, acts of the Federal Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the NBRA with respect to the preparation of the Property for redevelopment or of the REDEVELOPER with respect to construction of the improvements, as the case may be, shall be extended for the period of the enforced delay as determined by the NBRA: Provided, That the party seeking the benefit of the provisions of this Section shall, within ten (10) days after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the cause or causes thereof, and requested an extension for the period of the enforced delay.

(h). Rights and Remedies Cumulative. The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other party. No waiver made by either such party with respect to the performance, or manner or time thereof, or any obligation of the other party or any condition to its own obligation under this Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

(i). Party in Position of Surety With Respect to Obligations. The REDEVELOPER, for itself and its successors and assigns, and for all other persons who are or who shall become, whether by express or implied assumption or otherwise, liable upon or subject to any obligation or burden under this Agreement, hereby waives, to the fullest extent permitted by law and equity, any and all claims or defenses otherwise available on the ground of its (or their) being or having become a person in the position of a surety, whether real, personal, or otherwise or whether by agreement or operation of law, including, without limitation on the generality of the foregoing, any and all claims and defenses based upon extension of time, indulgence, or modification of terms of contract.

SECTION 3. GOOD FAITH DEPOSIT

(A). Amount. The REDEVELOPER has, prior to or simultaneously with the execution of the Agreement by the NBRA, delivered to the NBRA a good faith deposit of cash or certified check satisfactory to the NBRA in the amount of Ten Thousand and 00/100 (\$10,000.00) Dollars, hereinafter called "Deposit", as security for the performance of the obligations of the REDEVELOPER to be performed prior to the return of the Deposit to the REDEVELOPER, or its retention by the NBRA as liquidated damages, or its application on account of the Purchase Price, as the case may be, in accordance with the Agreement.

The Deposit, if cash or certified check, shall be deposited in an account of the NBRA in a bank or trust company selected by it.

(B). Interest. The NBRA shall be under no obligation to pay or earn interest on the Deposit, but if interest is payable thereon, such interest when received by the NBRA shall be promptly paid to the REDEVELOPER.

(C). Application to Purchase Price. In the event the REDEVELOPER is otherwise entitled to return of the Deposit pursuant to paragraph (E) of this Section, upon written request of the REDEVELOPER the amount of the Deposit if paid in cash or by certified check shall be applied on account of the Purchase Price at the time payment of the Purchase Price is made.

(D). Retention by NBRA. If this Agreement is terminated as provided herein, and said termination is due to the failure of the REDEVELOPER to satisfy its obligations hereunder the Deposit or the proceeds of the Deposit, if not theretofore returned to the REDEVELOPER pursuant to paragraph (E) of this Section, including all interest payable on such Deposit or the proceeds thereof after such termination, shall be retained by the NBRA as provided herein.

(E). Return to REDEVELOPER. If this Agreement is terminated as provided herein, and said termination is not the result of the failure of the REDEVELOPER to satisfy its obligations hereunder then the Deposit shall be returned to the REDEVELOPER by the NBRA. If the Agreement shall not have been theretofore terminated and if no cause for termination then exists, the NBRA shall return the Deposit to the REDEVELOPER upon receipt by the NBRA of the following:

- (i) DELETED; and
- (ii) DELETED; and
- (iii) A copy of the contract between the REDEVELOPER and the general contractor for the construction of the Improvements certified by the REDEVELOPER to be a true and correct copy thereof; and
- (iv) A copy of the contract bond provided by the general contractor in connection with the aforesaid construction contract which bond shall be in a penal sum equal to not less than ten percent (10%) of the contract price under said construction contract, certified by the REDEVELOPER to be a true and correct copy thereof.

SECTION 4. TIME FOR COMMENCEMENT AND COMPLETION OF IMPROVEMENTS

The construction of the Improvements referred to herein shall be commenced in any event within two (2) months after the date of the Deed, and, except as otherwise provided in the Agreement, shall be completed within twelve (12) months after such date.

SECTION 5 TIME FOR CERTAIN OTHER ACTIONS,

(a). Time for Submission of Site Plans and Business Pro Forma. The time within which the REDEVELOPER shall submit its "Site Plans and Business Pro Forma for the Locus" (as defined in

Schedule "B" hereof) to the NBRA in any event, shall be not later than thirty (30) days from the date of this AGREEMENT.

(b) Time for Submission of Construction Plans. The time within which the REDEVELOPER shall submit its "Construction Plans" (as defined in Schedule "B" hereof) to the NBRA in any event, shall be not later than sixty (60) days from the date of this AGREEMENT.

(c) Time for Submission of Corrected Construction Plans. Except as provided in Paragraph (d) of this Section 5, the time within which the REDEVELOPER shall submit any new or corrected Construction Plans shall be not later than thirty (30) days after the date the REDEVELOPER receives written notice from the NBRA of the NBRA's rejection of the Construction Plans referred to in the latest such notice.

(d) Maximum Time for Approved Construction Plans. In any event, the time within which the REDEVELOPER shall submit Construction Plans which are approved by the NBRA shall be not later than sixty (60) days after the date the REDEVELOPER receives written notice from the NBRA of the NBRA's first rejection of the original Construction Plans submitted to it by the REDEVELOPER.

(e) Time for NBRA Action on Change in Construction Plans. The time within which the NBRA may reject any change in the Construction Plans, as provided in Section 5 (c) hereof, shall be thirty (30) days after the date of the NBRA's receipt of notice of such change.

(f) Time for Submission of Evidence of Equity Capital and Mortgage Financing. N/A.

(g) Time for Closing. The closing on the LOCUS shall take place within forty-five (45) days after the REDEVELOPER has received written notice from the NBRA of its approval of the Construction Plans and Business Pro Forma.

SECTION 6. PERIOD OF DURATION OF COVENANT ON USE.

The covenant pertaining to the uses of the LOCUS, as set forth in Section 7 hereof, shall remain in effect from the date of the Deed until December 31, 2034, or the date as extended, on which date, as the case may be, such covenant shall terminate.

SECTION 7. COVENANT ON USE

The following uses shall be allowed on the LOCUS on any buildings constructed and maintained thereon:

Construction of a single family dwelling, subject to REDEVELOPER obtaining the necessary licenses and permits that may be required, including but not limited to

approval through Site Plan Review, if necessary. Any change in use must be approved in writing by the NBRA.

This Covenant of Uses shall be included in any deed conveying any interest in the LOCUS and may only be amended with written approval of the NBRA.

SECTION 8. NOTICES AND DEMANDS

A notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; and

- (i) in the case of REDEVELOPER, is addressed to or delivered personally to the REDEVELOPER at 43 Lambeth Street, New Bedford, Massachusetts 02745, with a copy to and
- (ii) in the case of the NBRA is addressed to or delivered personally to the NBRA at C/O 700 Pleasant Street, New Bedford, Massachusetts, 02740, with a copy to Thomas J. Mathieu, Esq., General Counsel, 168 Eighth Street New Bedford, Massachusetts 02740, or at such other address with respect to either party as that party may, from time-to-time, designate in writing and forward to the other as provided in this Section.

SECTION 9. ACCESS

The NBRA hereby grants the REDEVELOPER an exclusive license to enter the LOCUS at any and all times deemed convenient and necessary by the REDEVELOPER for any purpose reasonably deemed to be in furtherance of the satisfaction of its obligations hereunder. Notwithstanding the previous sentence the NBRA shall reserve the right to enter the LOCUS at reasonable times, with notice to the REDEVELOPER, for the purpose of inspecting the progress of work in the LOCUS and condition of the LOCUS. The REDEVELOPER shall be responsible for all costs and charges for utilities to the LOCUS during the term of this License. The REDEVELOPER hereby agrees to assume all risk of loss for the LOCUS during the term of said License and will keep the LOCUS insured against loss or damage by fire, which shall insure against the perils normally covered by a so called all risk policy and shall include a so called replacement cost endorsement. The REDEVELOPER also hereby indemnifies and holds harmless the NBRA and the City of New Bedford against any and all claims of whatever nature arising from any act, omission or negligence, of the REDEVELOPER, its agents, contractors, licensees, employees or arising from any accident, injury, damage whatsoever caused to any person, or to the property of any person during the term of this License. REDEVELOPER shall secure and maintain in

full and effect during the term of this License Liability Insurance with minimum limits of liability of such insurance of \$1,000,000.00 for each occurrence and \$2,000,000.00 general aggregate. The aforementioned insurance policies shall also list the NBRA/City of New Bedford as additional insureds.

SECTION 10. SIGNAGE.

The REDEVELOPER shall cause a sign in such form, of such material and in such location as approved by the NBRA to be affixed to the LOCUS within fourteen (14) days of execution of this Agreement, the REDEVELOPER shall be responsible for the maintenance of such sign.

SECTION 11. DISCLAIMER.

The NBRA does not make any representations nor warrant the subsurface conditions of this parcel or parcels to be conveyed to REDEVELOPER, wherein any portions of said parcel or parcels was vacant land when taken by eminent domain proceedings by NBRA, nor does the NBRA represent nor warrant the subsurface conditions of this parcel or parcels below the level of any existing foundations that are demolished or to be demolished.

SECTION 12. COUNTERPARTS.

The Agreement is executed in three (3) counterparts, each of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the NBRA has caused the AGREEMENT to be duly executed in its name and behalf by its Chairman and its seal to be hereunto duly affixed and attested by its Chairman, and the REDEVELOPER has caused the AGREEMENT to be duly executed, on or as of the day first above written.

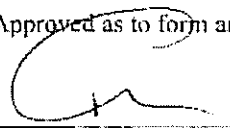
BK 7132 PG 250

NEW BEDFORD REDEVELOPMENT AUTHORITY

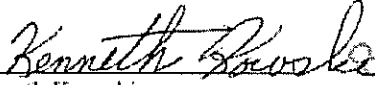
By its Chairman


Leo R. Poineau, Chairman

Approved as to form and legality:


Thomas J. Mathieu, Esq.
General Counsel

REDEVELOPER


Kenneth Koroski

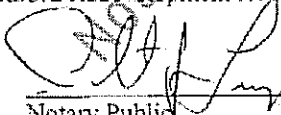

Armanda Koroski

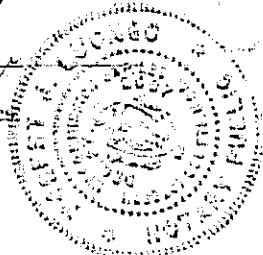
Commonwealth of Massachusetts

Bristol, ss.

June 15, 2004

Then personally appeared the above-named, Leo R. Poinau, Chairman, and acknowledged the foregoing instrument to be the free act and deed of the New Bedford Redevelopment Authority, before me.


Notary Public
My Commission Expires:
DEC. 27, 2007

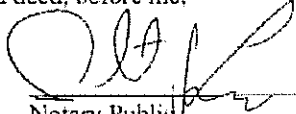


Commonwealth of Massachusetts

Bristol, ss.

June 15, 2004

Then personally appeared the above-named Kenneth Koroski and Arminda Koroski, and acknowledged the foregoing instrument to be their free act and deed, before me.


Notary Public
My Commission Expires:
DEC. 27, 2007



NBRA

REDEVELOPMENT CONTRACT & ACCESS AGREEMENT
E/S DANA STREET, NEW BEDFORD, MA

EXHIBIT "A"

Those certain parcels of land located in the City of New Bedford, Bristol County, Massachusetts, being described as lots 153 and 154 on a plan of land styled "Plan for Description Showing Land Sold by City of New Bedford, dated June 19, 1915, According to Board of Survey Plan" 1' = 100', said plan being prepared by the City of New Bedford Engineer on August 2, 1915 and recorded in the Bristol County (S.D.) Registry of Deeds, Plan Book 14 page 38.

Said land is also known as City of New Bedford lots 473 and 474 on Assessors Plat 125-A. Said parcel contains 23.50 square rods more or less.

Said property was acquired by the City of New Bedford through a deed dated November 2, 1945, which deed was recorded in the Bristol County (S.D.) Registry of Deeds, book 903 page 301.

NBRA

REDEVELOPMENT CONTRACT & ACCESS AGREEMENT
E/S DANA STREET, NEW BEDFORD, MA

Schedule "B"
Definitions

The following terms appearing in the foregoing document shall have be defined as follows

1. Site Plans: That level of conceptual schematic plan showing the proposed activities on the LOCUS.
2. Construction Plans: That level of plans necessary to secure a building permit from the City of New Bedford, Building Department for the activities proposed by the REDEVELOPER in this Agreement.
3. Business Pro Forma For LOCUS: A business, marketing and feasibility study for the activities proposed by the REDEVELOPER in this Agreement in the City of New Bedford sufficient to secure a financing commitment from a lending institution for funds sufficient to perform said proposed activities on the LOCUS pursuant to the terms of this Agreement.
4. Financing Commitment: A letter issued from a lending institution indicating that it will finance the proposed activities of the REDEVELOPER pursuant to this Agreement and which will allow the REDEVELOPER to perform its financial obligations pursuant to this Agreement.